



**INVITATION FOR BID (IFB) NO. 13-382A**

**FOR**

**INDUCTION LIGHTING RETROFIT:**

**SENIOR CENTER PARKING LOT LIGHTING  
PROJECT NO. 7773**

**CITY HALL/PARKING STRUCTURE LIGHTING  
PROJECT NO. 7774**

**TRANSIT CENTER MECHANICS BAY LIGHTING  
PROJECT NO. 7775**

**CITY OF NORWALK  
PURCHASING DIVISION  
12700 NORWALK BLVD., ROOM 6  
NORWALK, CA 90650**

**IFB RELEASE: MONDAY, OCTOBER 8, 2012  
SUBMISSION OF QUESTIONS: TUESDAY, OCTOBER 16, 2012  
BID DUE: THURSDAY, OCTOBER 25, 2012**

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**CITY OF NORWALK  
INVITATION FOR BID (IFB) NO. 13-382A  
INDUCTION LIGHTING RETROFIT  
PROJECT NOS. 7773, 7774 and 7775**

NOTICE IS HEREBY GIVEN that the City of Norwalk will accept Bids for this project until the hour of eleven o'clock a.m. on **Thursday, October 25, 2012**. The City invites prospective Bidders to compete for the opportunity to provide induction lighting retrofit materials for the following: 34 existing fixtures at the Transit Mechanic Bay, 12650 Imperial Hwy; 11 existing fixtures at the Senior Center parking lot, 14040 San Antonio Drive; 19 existing fixtures at the City Hall parking lot, 12700 Norwalk Blvd.; and 337 existing fixtures at the Civic Center Parking structure, 12301 Civic Center Dr., Norwalk, CA 90650.

Bids must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 am, on Thursday, October 25, 2012 via U.S. Mail, FedEx, UPS or courier or in person. Bids received after the above listed date and time will not be considered, regardless of postmark.

Depending on bids received, all or only a portion of the project may be awarded. The successful Bidder will be required to comply with all applicable Equal Opportunity Laws and Regulations.

Copies of the IFB may be downloaded from the City's website at [www.norwalkca.gov/finance.asp](http://www.norwalkca.gov/finance.asp) or obtained from the Purchasing Division, 12700 Norwalk Blvd., Room 6, Norwalk, CA 90650.

All contact concerning this Bid must be referred to the City of Norwalk Purchasing Division, (562) 929-5712.

Dated this 8<sup>th</sup> day of October, 2012.

/s/ Christine Roberto  
Administrative Services Manager

DATE: October 8, 2012

ATTENTION: PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) NO. 13-382A, PROJECT NOS. 7773, 7774 and 7775

TITLE: INDUCTION LIGHTING RETROFIT

The City of Norwalk ("City") invites Bids from qualified and experienced companies ("Bidders") to compete for the opportunity to provide induction lighting retrofit materials for the following: 34 existing fixtures at the Transit Mechanic Bay, 12650 Imperial Hwy; 11 existing fixtures at the Senior Center parking lot, 14040 San Antonio Drive; 19 existing fixtures at the City Hall parking lot, 12700 Norwalk Blvd.; and 337 existing fixtures at the Civic Center Parking structure, 12301 Civic Center Dr., Norwalk, CA 90650. Bids must be submitted in accordance with the conditions outlined in the Invitation for Bid ("IFB") attached hereto. The materials provided under the contract must be provided to the City by December 5, 2012.

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Bidders. Responses to questions or comments regarding this IFB provided by any other department, employee, or City of Norwalk department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. With the exception of inquiries received at the pre-bid conference, inquiries received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this IFB are due on Tuesday, October 16, 2012 no later than 11:00 a.m. and shall be submitted in writing to:

*City of Norwalk Purchasing Division  
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650  
Attn: Christine Roberto*

Bids must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Thursday, October 25, 2012, via U.S. Mail, FedEx, UPS or courier or in person. Bids received after the above listed date and time will not be considered, regardless of postmark. Prospective Bidders are responsible for having Bids deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Bidders responding to this IFB must submit the original and two (2) copies of their Bid in a sealed envelope clearly marked as follows:

*City of Norwalk Purchasing Division  
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650  
"IFB NO. 13-382A, INDUCTION LIGHTING RETROFIT- PROJECT NOS 7773-7775"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company.

The successful Bidder will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Bidders that the City will require each Bidder affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this IFB, and will not be discriminated against on the grounds of race, color, gender, age, or national origin

in consideration for an award.

The contract will be awarded to a responsible BIDDER which submits the lowest responsive bid. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

The City of Norwalk reserves the right to reject any or all Bids, to accept all or any part of any Bid, to waive any informality or minor irregularities in any Bid received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective Bid received.

Issued by:

CITY OF NORWALK  
Purchasing Division

/s/ Christine Roberto  
Administrative Services Manager

## ESTIMATED SCHEDULE OF EVENTS

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 1. Monday, October 8, 2012       | INVITATION FOR BID (IFB) RELEASE  |
| 2. Tuesday, October 16, 2012     | SUBMISSION OF QUESTIONS DUE       |
| 3. Tuesday, October, 23, 2012    | RESPONSE TO QUESTIONS             |
| 4. Thursday, October 25, 2012    | BID DUE                           |
| 5. Week of October 29, 2012*     | BIDDER SELECTION                  |
| 6. Week of November 5, 2012      | SUBMISSION OF TEST PARTS/FIXTURES |
| 7. Tuesday, November 20, 2012*   | CITY COUNCIL APPROVAL             |
| 8. Wednesday, November 30, 2012* | NOTICE TO PROCEED                 |

*\* Tentative Dates*

**NOTE: After the issuance of the Notice to Proceed (NTP), the BIDDER shall adhere to the following timeframes. Any delay in the completion of Phase 1 and 2 shall constitute a delay in the project and Liquidated Damages will be assessed pursuant to the guidelines of GC.14 equating to the sum of five hundred dollars (\$500) per working day.**

PHASE	DESCRIPTION	ALLOWED DURATION
1	Submit required insurance documents	Ten (10) business days following Council award of contract.
2	Provide parts/materials/fixtures for retrofit of existing fixtures	All parts must be provided to City by December 31, 2012.

**The total duration of the contract is through June 30, 2013.**

## BID SUBMISSION CHECKLIST

This checklist must be completed and returned with the Bid. Failure to return this checklist may be cause for considering the Bid non-responsive.

	Description	Source	Bidder shall initial here
1	Bid (original and two (2) copies)	IB.1	
2	Letter of Transmittal	IB.8	
3	Licensing, Permits, Certificates, and Taxes	IB.11	
4	Certifications	IB.15	
5	Insurance – Statement by Bidder	GC.19	
6	Drug and Alcohol Requirement	GC.26	
7	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
8	Summary of References	Exhibit B	
9	Price Sheet	Exhibit D	
10	Certification of Non-Collusion	Exhibit E	
	OPTIONAL ITEMS		
13	Requests for exceptions or deviations.	IB.1	

Company Name:	
Name of Bidder initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	



## SECTION 1 - INSTRUCTIONS TO BIDDERS

### IB.1 BID FORMAT AND SUBMITTAL

Sealed Bids must be received at the City of Norwalk Purchasing Division by 11:00 a.m. on Thursday, October 25, 2012, via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "*IFB NO. 13-382A INDUCTION LIGHTING RETROFIT*". Hard copy (printed) submittal of the Bid documents is required. Respondents to this IFB must submit the original and two (2) copies of their Bid on the provided D in a sealed envelope to:

*City of Norwalk Purchasing Division  
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650  
"IFB NO. 13-382, INDUCTION LIGHTING RETROFIT- PROJECT NOS 7773-7775"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company. Bids will be publicly opened at the specified time at the City of Norwalk, 12700 Norwalk Blvd., Conference Room 4, Norwalk, CA 90650.

Bids received after the above listed date and time will not be considered, regardless of postmark. Bids shall be time stamped when received and will be accepted up to and no later than the time indicated than the time indicated in this IFB. The Bidder assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Bidders assume responsibility for having Bids deposited on time at the place specified.

Bids shall be typed and submitted on the provided forms. **Bids shall not include a photocopy of the 'Instructions to Bidders' [Section 1], 'General Terms and Conditions' [Section 2], Federal Provisions [Section 3], and Scope of Work/Specifications [Section 4] of the IFB.** Bids may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Bids will not be valid until all information has been verified and Bidders references have been checked. All Bids shall be accompanied by a completed and signed 'Letter of Transmittal' provided as a part of this IFB.

Bids shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Bid non-responsive. Unauthorized conditions, limitations, or provisions attached to a Bid will render the Bid non-conforming and non-responsive and may cause its rejection. The completed Bid shall be without interlineations, alterations, or erasures. Bidder submitting basic conforming Bids may choose to submit alternate Bids as complete and separate offers, if the alternate Bid offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Bids must be submitted in writing and included with the original Bid, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Bid documents shall be deemed to include by reference each and every one of the following:

Invitation for Bid (IFB)  
Addenda to IFB  
Supplements to IFB  
All other required forms

The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening.

Unauthorized conditions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. The completed Bid Forms shall be without interlineations, alterations or erasures. Alternative Bids will not be considered unless requested. No oral, telegraphic, or telephonic Bids or modifications will be considered. The Bid may be withdrawn upon request by the Bidder without prejudice to himself prior to, but not after the time fixed for opening of Bids, provided that the request is in writing, that it has been executed by the Bidder or his duly authorized representative, and that it is filed with the City.

## **IB. 2 EXAMINATION OF IFB DOCUMENTS**

By submitting a Bid, Bidder represents that: (1) Bidder has thoroughly examined and become familiar with the Work required under this IFB, (2) Bidder comprehends all conditions that may impact the Bid, (3) Bidder has reviewed all addenda, and (3) Bidder is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this IFB, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Bidder's own risk. A Bidder shall have no claim against the City based upon ignorance of or misunderstanding of the IFB documents. Once the award has been made, failure of a Bidder to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Bidder to withdraw its Bid or to seek additional compensation.

## **IB.3 BID SIGNATURE**

If an individual makes the Bid it shall be signed and the full name and address of the Bidder shall be given.

If a partnership makes the Bid, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Bid, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Bid. Certified letter is to be included in the Bid accompanied with the Letter of Transmittal. Refer to Section 6 of this IFB.

## **IB.4 ADDENDA**

Any changes made by the City to the requirements in this IFB will be made by written addenda. Any written addenda issued to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. The City reserves the right to revise or withdraw this IFB at any time and for any reason.

## **IB.5 CLARIFICATIONS**

Should a Bidder require clarifications of this IFB, the Bidder shall notify the contact person identified in this IFB in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City Purchasing Division will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the IFB.

**All questions, clarifications, requests for exceptions, deviations or equivalent products, or comments must be submitted to the contact person in the Purchasing Division no later than 11:00 a.m., Tuesday, October 16, 2012. No questions will be answered individually by the Public Services or Engineering Department.**

**All submitted requests must be clearly labeled “Written Questions for IFB No. 13-382A, Project Nos. 7773-7775”. Questions may be faxed to (562) 929-5966, ATTENTION: Christine Roberto, Purchasing Division. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.**

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this IFB. Every attempt will be made to provide responses to all Bidders in accordance with the procurement schedule for this IFB. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section  
Paragraph number  
Page number  
Text of passage being questioned  
Question

**IB.6 ERRORS IN BIDS**

All Bidders are responsible for errors and omissions in their Bids. No consideration will be given by the City to allow Bids to be withdrawn once a contract has been awarded. Any errors and omissions will not serve to diminish the Bidder's obligations to the City.

**IB.7 WITHDRAWAL OF BIDS**

Bidders may withdraw their Bids in writing, provided that such requests are received by the City prior to the scheduled deadline for Bid submission or within sixty days following the scheduled deadline for Bid submission when no contract has been awarded.

**IB.8 QUALIFICATIONS AND REFERENCES**

All reference information requested in the IFB and specified in the form included in this IFB must be submitted with the Bid. Refer to Exhibit B.

**IB.9 PRE-CONTRACTUAL EXPENSES**

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Bidder in:

- Preparing the Bid in response to this invitation.
- Submitting that Bid to the City.
- Negotiating with the City any matter related to this Bid, and/or
- Any other expenses incurred by the Bidder prior to date of award.

**IB.10 CITY OF NORWALK RIGHTS**

At its discretion, the City reserves the right to:

1. Reject any and/or all Bids for no reason or any reason including but not limited to the following:
  - a. The Bid is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
  - b. The Bidder, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

- c. The Bidder failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Bid, which in the opinion of the City is so unbalanced in comparison to other Bids received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Bid.
4. Cancel the entire IFB;
5. Issue subsequent IFBs;
6. Waive any errors or informalities in any Bid, to the extent permitted by law.

#### **IB.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**

The Bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the IFB.

#### **IB.13 CONFIDENTIALITY AND PUBLIC RECORD**

All Bidders are hereby put on notice that each Bid received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Bid confidential as a trade secret is first obtained, each Bid shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Bids or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Bid or portion thereof where such disclosure is required by law.

#### **IB.14 JOINT OFFERS**

Where two or more Bidders desire to submit in response to this IFB, they shall do so on a prime sub-bidders basis rather than as a joint venture. All sub-bidders of the successful Bidder shall abide by all the requirements set forth in this IFB.

City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Bid submitted on behalf of any form of joint venture or partnership between two (2) existing Bidders may be considered collusive and may be rejected as non-responsive.

#### **IB.16 SINGLE BID RESPONSE**

If only one Bid is received in response to this IFB, a detailed cost/price Bid may be requested of the Bidder. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Bidder must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

#### **IB.17 PRICE SHEET**

Bid shall itemize the offered price and net price for each line item indicated on the price sheet. The total price shall include all things necessary for completion of all work indicated in the general requirements/scope of work included herein. Refer to Exhibit D.

#### **IB.18 PROTEST PROCEDURES**

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (IFB) number.

2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the IFB shall be received no later than five (5) days prior to the Bid due date.

Protests on matters related to the recommendation for award or any other item not related to the contents of the IFB shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

#### **IB.19 INCORPORATION OF BID INTO AGREEMENT**

This IFB and the response, including all promises, warranties, commitments and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the successful Bidder.

#### **IB.20 AWARD OF CONTRACT**

The City will accept the lowest and most responsive and responsible Bid that is in compliance with the Bid restrictions and Scope of Work as specified in this IFB document.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all bids for any reasons, to waive any informality or minor errors as determined by the City in any Bid and to award the Agreement as the interest of the City may require. The award, if any, will be made by the City within sixty (60) calendar days after the opening of the Bids.

## **SECTION 2 - GENERAL TERMS AND CONDITIONS**

### **GC.1 DEFINITIONS**

Agreement	The Contract to be negotiated and entered into by the City and the successful Bidder for the Work described in this IFB.
Bidder/Vendor/Supplier/Contactor	Any manufacturer, company or agency providing services, equipment, software, or supplies for this IFB.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City, through issuance of a modification, must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Bidder which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
IFB	Invitation for Bid
Notice to Proceed	Purchase order issued from the City to the successful Bidder specifying the date on which the Work under the Contract is to be initiated.
Bidder	Proposer or Bidder.
Special Provisions	Contract Document containing requirements that modify or supplement the General Conditions.
Specifications	Part of contract documents that adequately and completely describes locations, dimensions, character, properties, requirements and details of Work. Contract specifications include, without limitation, all things described,

referenced, or stated in any Contract document as a "Specification", "Statement of Work" or "Scope of Work".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Bidder to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

## **GC.2 ASSIGNMENT AND SUB-BIDDERS**

Neither this IFB nor any interest herein nor claim hereunder may be assigned by successful Bidder either voluntarily or by operation of law, nor may all or part of this IFB or subsequent agreement be subcontracted by successful Bidder, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Bidder of obligations to comply fully with the requirements hereof.

## **GC.3 SAMPLE AGREEMENT**

A form approved by the City Attorney must be executed between the City and the successful Bidder prior to commencement of any work.

## **GC.4 NOTICE OF LABOR DISPUTE**

Whenever Bidder has knowledge that any actual or potential labor dispute may delay the award of this IFB, Bidder shall immediately notify and submit all relevant information to the City of Norwalk. Bidder shall insert the substance of this entire clause in any subcontract hereunder.

## **GC.5 DISPUTES**

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Bidder shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Bidder mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Bidder and the successful Bidder shall abide by the decision.

### Performance During Dispute

Unless otherwise directed by the City Manager, successful Bidder shall continue performance under the Agreement while matters in dispute are being resolved.

### Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Bidder arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

### Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Bidder shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **GC.6 ASSUMPTION OF RISK OF LOSS**

Unless otherwise provided, Bidder shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the IFB at the F.O.B. point specified herein, and upon such delivery Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence.

#### **GC.7 WAIVER OF TERMS AND CONDITIONS**

The failure of the City or the successful Bidder to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### **GC.8 INDEMNIFICATION**

Successful Bidder shall indemnify, defend, and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and Bidders, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of Bidder, including its officers, agents, employees, sub-bidders or any person employed by Bidder, in the performance of this Agreement. Bidder shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution found in Exhibit A.

#### **GC.9 INTEREST OF MEMBERS OF THE CITY**

The successful Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Bidder further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Bidder.

#### **GC.10 TERMINATION FOR DEFAULT**

Upon failure of the successful Bidder to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Bidder at



its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Bidder shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Bidder liquidated damages.

#### **GC.11 CANCELLATION OF AGREEMENT**

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Bidder is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein. City will provide the successful Bidder a thirty (30) day written notice for termination of contract.

#### **GC.12 TERMINATION FOR CONVENIENCE**

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Bidder of a thirty (30) day written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Bidder shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Bidder under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Bidder shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Bidder under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Bidder and in which the City has or may acquire an interest. Payments by the City to the successful Bidder shall be made for all services delivered up to and including the effective date of termination but not thereafter.

Except as otherwise provided, settlement of claims by the successful Bidder under this termination section shall be in accordance with the provisions set forth in 48 CSP Part 49, as amended.

#### **GC.13 FORCE MAJEURE**

The successful Bidder shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Bidder. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

#### **GC.14 INSPECTION AND ACCEPTANCE**

All items are subject to final inspection and acceptance by the City of Norwalk Public Services Department at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all Work. Inspection/acceptance shall be performed by the Director of Public Services or designee immediately upon delivery of materials.

#### **GC.15 EXCESS REPROCUREMENT LIABILITY**

Bidder shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Bidder shall be limited to the excess over the price specified herein for such items or services.

#### **GC.16 DELIVERY**

Samples of all product materials/parts as proposed in the pricing sheet are to be provided to the City free of charge for testing/demonstration, by the week of October 8, 2012. Following execution of the contract, the product described herein are/is to be delivered free of shipping charges to the City of Norwalk, Public Services Department, located at 12650 Imperial Hwy, Norwalk, CA 90650, by December 5, 2012.

#### **GC.17 METHOD OF PAYMENT**

City will pay successful Bidder in accordance with the following terms and procedures: Successful Bidder shall submit written invoices to City by the 15<sup>th</sup> of each month clearly detailing the services furnished by successful Bidder during the preceding month and for all other supplies and services provided by successful Bidder. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the BIDDER's taxpayer identification number.

#### **GC.18 NON-RESTRICTIVE CLAUSES**

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Bidder, or any sub-bidder or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

## **GC.19 INSURANCE**

Bidder shall provide a written statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to this IFB.

Successful Bidder shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the City:

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Bidder, its officers, employees, agents, and independent Bidder in performance of services under the awarded Agreement;

(2) Automobile liability insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000); and;

(3) Workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by the City Representative, or his or her designee in writing.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of successful Proposer's work under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to City.

All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of City. The Successful Proposer is required to file the certificates of insurance with City on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

## **GC.20 CERTIFICATE OF NON-COLLUSION**

Bidders must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid or any other person, firm or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder or another Bidder an advantage over any other Bidder. Refer to Exhibit E.

## **GC.21 PATENT AND COPYRIGHT INFRINGEMENT**

In lieu of any other warranty by the City or the successful Bidder against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Bidder shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance

of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Bidder shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Bidder is promptly notified in writing of the suit or claim and given authority, information and assistance at the Bidder expense of same.

However, the successful Bidder will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Bidder when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Bidder shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Bidder shall not be obligated to indemnify the City under any settlement made without the Bidder's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Bidder's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Bidder, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

#### **GC.22 CONFLICTS OF INTEREST**

Each Bidder represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Bidder shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Bidder further covenants and warrants that successful Bidder and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this IFB, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Bidder and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Bidder is not currently performing work that would require successful Bidder or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

#### **GC.23 WARRANTIES**

Successful Bidder shall warrant to the City of Norwalk for services provided in accordance with the published Section 3, Scope of Work/Specifications set forth in this Agreement. In addition to other remedies which may be set forth in the Agreement for breach of warranty, the City may, at its option, return any non-conforming, non-performing or defective items to the Bidder and require correction or replacement of said item or require the services to be re-performed all at Bidder's risk and expense. If the City of Norwalk does not require correction or replacement of non-conforming or defective items, Bidder shall refund, or the City may offset, as applicable, such portion of the payment specified in the Agreement, on a pro-rata basis. The City's rights hereunder are in addition to, but not limited by, Bidder's standard warranties. Inspection and acceptance of any item or portion of the system procured by the City or payment therefore, shall not relieve Bidder or its obligation under the Agreement. Any component corrected or furnished in replacement pursuant to this clause shall also be subject to the provisions of this clause to the same extent as components or services initially delivered.

Except as otherwise authorized in writing by the City, successful Bidder shall install materials in strict accordance with installation or applicable instructions and procedures set for them by the material manufacturer.

**GC.24 ORDER OF PRECEDENCE**

In the event of any conflict, the order of precedence of the contract documents are as follows:

- The Agreement and any written amendment thereto
- Federal Provisions
- Special Provisions
- General Conditions
- Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

### SECTION 3 - SCOPE OF WORK

Bidder agrees to provide materials to the City, for Project No. 7773 ("Induction Lighting Retrofit/Senior Center Parking Lot Lighting"); Project No. 7774 ("Induction Lighting Retrofit/City Hall/Parking Structure Lighting; and Project No. 7775 (Induction Lighting Retrofit/Transit Center Mechanics Bay Lighting), 12650 Imperial Highway").

Bidder costs shall include complete compensation for furnishing all tools, parts, materials, equipment, and lamps needed for following options:

- 1) retrofit the existing high pressure sodium/metal halide fixtures with the requested wattage induction lighting;
- 2) replace the existing high pressure sodium/metal halide lights with new induction lighting fixtures/wattage.

**Based on cost benefit, the City reserves the right to select multiple vendors, for purpose of selecting one vendor for retrofit of one Project, and another vendor for retrofit of another Project. The City may also decide to select vendor(s) for full or partial retrofit option; full or partial replacement option; or a combination of both. Vendor must indicate if they are willing to accept a partial award for these projects.**

Both of the bidder's proposed replacement and retrofit induction lighting parts/materials shall be US Lighting Tech model (or equivalent that is Buy American Act compliant). The induction ballast to be used shall be US Lighting Tech model (or equivalent). Retrofit of light fixtures in this project involves changing the parts inside the fixture housing including, but not limited to, ballast, lamp and other mounting components to make the fixture operational and to control thermal damage. The existing fixture housing will remain the same. Universal Ballast 120-277V shall handle voltages ranging anywhere from 120V through 277V. The ballast shall have designed operating frequency of 250 kHz. The multi-tap ballast shall be ANSI regulated (constant wattage) type, internally mounted in the luminaire. Ballasts shall regulate within  $\pm 5$  percent variation of the lamp wattage or  $\pm 10$  percent variation in primary voltage. The ballast shall operate within the range of 5 percent voltage drop. Retrofit kits shall consist of ballast, lamp, brackets, and other mounting components to make the fixture operational and to control thermal damage. The lamp may be external or internal inductor coil design depending on the fixture housing dimensions. External inductor type is preferred where practical. Induction lamp for post top retrofit shall utilize electrode-less technology. Induction lamp CRI shall be 80+, color temperature 5,000K, and have a power factor of  $>.95$ .

All induction lamps shall have average rated life not less than 100,000 hours All electrical components involved in the retrofit, including lamps and ballasts, shall be warranted by the manufacturer for a minimum of 5 years. All new fixtures shall be warranted by the manufacturer for a minimum of 10 years.

Bidder is to provide complete costs on Price Sheets sheet for both requested options – for retrofit and for replacement with indicated wattage. If specific requested wattage cannot be obtained, bidder must provide the next closest alternative wattage for City consideration and indicate wattage being proposed on a separate sheet. Note the City's goal is to reduce energy savings by 50% or greater while still maintaining adequate area lighting.

At time of bid submittal, Bidder is to provide a specifications (cut) sheet for each type of proposed replacement fixture and proposed retrofit.

Bidder may contact Purchasing at (562) 929-5712 to make appointment to inspect existing fixtures.

**Additional Scope Clarifications:**

Budget estimate for this project is \$96,000.

Retrofit/fixtures/parts will be installed by City staff. This IFB is for parts/materials only; it does not include labor services for electrical installation.

There are no DBE / UDBE requirements.

The City's local bidder preference policy applies, meaning that a vendor located in Norwalk will receive the benefit of a maximum 5% cost difference applied to their proposal.

Vendors cannot submit multiple proposals. They must submit one bid with any and all items vendor is interested in bidding on. Vendors must check off box on last page of pricing sheet that vendor is willing to accept either full and partial award of project. It is possible depending on cost benefit to the City, that more than one vendor will be awarded the project.

Once vendor(s) are awarded the project, the existing fixtures will be provided to the selected bidder(s) to conduct further testing and product design.

The City has not conducted any walk-through with any lighting manufacturer to confirm they can manufacture all fixtures/kits for the existing fixtures. If vendor finds a manufacturer/supplier does not carry a fixture/kit for any one specific fixture(s), then vendor shall name an alternative manufacturer to provide a replacement in their pricing proposal. The City prefers one manufacturer provide all of the replacement/retrofits for all fixtures.

The City has a partnership with Southern California Edison to get the project completed by December 31, 2012 in order to receive incentives. It is imperative that awarded vendors follow all timelines and provide the products as soon as possible.

**RETROFTI/REPLACE EXISTING LIGHT FIXTURES**

**SENIOR CENTER PARKING LOT LIGHTING - PROJECT NO. 7773**

Fixtures are located in the parking lot of the Senior Center, 14040 San Antonio Drive.

Eleven (11) Lithonia Shoebox fixtures - 150 watts HPS – retrofit/replace wattage to 70 watts induction

**CITY HALL/PARKING STRUCTURE LIGHTING - PROJECT NO. 7774**

Fixtures are located in the City Hall parking lot, 12700 Norwalk Blvd., and in the Civic Center Parking Structure, at 12301 Civic Center Drive.

**City Hall Parking Lot**

Six (6) GE Cobrahead fixtures - 250 watts HPS - retrofit/replace wattage to 100 watts induction

Thirteen (13) GE Cobrahead type fixtures – 100 watts HPS - retrofit/replace wattage to 55 watts induction

**Civic Center Parking Structure**

One hundred-seventy (170) Holophane Prismatic fixtures, BA-150HP-27-P-B-F1 - 150 watts HPS - retrofit/replace wattage to 70 watts induction

Seventy-two (72) Holophane Prismatic fixtures, BA-150HP-27-P-G-F1 – 150 watts HPS - retrofit/replace wattage to 70 watts induction

Twelve (12) Holophane Primpack fixtures, BA -150HP-27-P-Z-F1 – 150 watts HPS- retrofit/replace wattage to 70 watts induction

Twelve (12) Holophane Parkpak fixtures, PK-100HP-27-C or P-S-ER-F1 – 100 watts HPS - retrofit/replace wattage to 55 watts induction

Six (6) Holophane Parkpak fixtures, PK-100HP-27-H-W-A-ER-F1-PARKWB-W – 100 watts HPS - retrofit/replace wattage to 55 watts induction

Four (4) Holophane Parkpak fixtures, PK-100HP-27-C-S-F1 – 100 watts HPS - retrofit/replace wattage to 55 watts induction

Twenty (20) Holophane Parkpak fixtures, PK-15AHP-27-H-W-A-F1-PARKWB-W – 150 watts HPS - retrofit/replace wattage to 70 watts induction

Twenty-two (22) Kim Curvilinear Cutoff, 2B-CC25A-3-250HPS277-BL-P-BL-REV- 250 watts HPS - retrofit/replace wattage to 100 watts induction

Six (6) Kim Curvilinear Cutoff, 2B-CC25A-3-400HPS277-B - 400 watts HPS - retrofit/replace wattage to 200 watts induction

Nine (9) Kim Curvilinear Cutoff 1A-CC17A-3-150HPS277- BL-P-BL-REV- 150 watts HPS - retrofit/replace wattage to 70 watts induction

Four (4) Kim Curvilinear Cutoff CC25A-3-400HPS277- BL-P-BL-REV – 400 watts HPS - retrofit/replace wattage to 200 watts induction

#### **TRANSIT CENTER MECHANICS BAY LIGHTING - PROJECT NO. 7775**

Fixtures are located in the Transportation/Public Services Vehicle Maintenance Bay, at 12650 Imperial Highway, in Norwalk.

Thirty-four (34) Cooper, Cat No. MHRB 22/28 – 400 watts Metal Halide- retrofit/replace wattage to 200 watts induction

#### **PARTS/MATERIALS FOR TESTING**

Selected Bidder(s) shall furnish to the City for test, and free of charge, samples of all of the proposed materials to be used in the replacement and/or retrofit project, during the week of November 5, 2012 (PRIOR to agreement being executed). Said samples shall be delivered by the Bidder at the place designated by the City.

If City is dissatisfied with the initial product test sampling for any reason, the City reserves the right to:

- Request Bidder provide a higher (or lower) wattage retrofit or fixture test sample at no cost to City;
- or discontinue with the bid award process for that location and proceed to award to next lowest bidder for said location.



### **DELIVERY OF PARTS/MATERIALS**

Upon award of contract, the time within which the Bidder must supply the required parts, materials, and supplies is no later than December 31, 2012.

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Special Provisions.

Defective parts/materials will be rejected by the City, and bidder will be responsible for full replacement within seven (7) days.

### **WARRANTY**

All induction lamps shall have average rated life not less than 100,000 hours.

All electrical components involved in the retrofit, including lamps and ballasts, shall be warranted by the manufacturer for a minimum of 5 years.

All new fixtures shall be warranted by the manufacturer for a minimum of 10 years.

## SECTION 4 - FORM OF CONTRACT

### SAMPLE AGREEMENT FOR INDUCTION LIGHTING RETROFIT PROJECT NOS. 7773-7775 (City of Norwalk)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Norwalk, a municipal corporation ("CITY") and \_\_\_\_\_, a California corporation ("BIDDER").

#### R E C I T A L S

A. CITY desires to utilize the services of a BIDDER as an independent BIDDER to provide parts/materials for the induction lighting retrofit of the parking lot lighting at the Senior Center, 14040 San Antonio Drive; parking lot/structure lighting at the City Hall/ Civic Center, 12700 Norwalk Blvd/12301 Civic Center Drive; and mechanics bay lighting at the Public Services/Transportation Center, 12650 Imperial Highway, in Norwalk.

B. BIDDER represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. CITY desires to retain BIDDER and BIDDER desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. BIDDER'S Services.

1.1 Scope of Services. BIDDER shall assist the CITY in providing parts/materials needed for the induction lighting retrofit at Senior Center parking lot, City Hall/Civic Center Parking Structure, and Public Services/Transportation Center bay, more particularly described in Section 3, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. BIDDER represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by BIDDER or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the CITY Representative shall be the City Manager or such other person designated by the City Manager (the "CITY Representative"). For the purposes of this Agreement, the BIDDER Representative shall be \_\_\_\_\_ (the "BIDDER Representative").

1.4 Time of Performance. BIDDER shall commence the services contemplated under this Agreement immediately upon receipt of a CITY Purchase Order (PO) number.

2. **Term of Agreement.** The term of this Agreement shall be from November 20, 2012 to June 30, 2013 ("initial term"), unless sooner terminated as provided in Section 13 herein.

### **3. Compensation.**

**3.1** BIDDER shall be compensated pursuant to the rates indicated in Exhibit D.

**3.2** Rates shall not exceed the amount specified in Exhibit D unless mutually agreed upon by CITY and BIDDER'S Representative designated herein.

**3.3** BIDDER shall bill the CITY promptly upon services rendered and payment will be made within receipt of an acceptable invoice and proof of delivery, which has been approved by the CITY Representative or designee.

### **4. Method of Payment.**

**4.1** Invoices. Not later than the fifteenth (15<sup>th</sup>) day of each month, BIDDER shall submit to CITY invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the following:

- a. BIDDER'S name, address,
- b. Materials provided; price per unit; quantity; and
- c. PO number.

CITY shall review such invoices and notify BIDDER within ten (10) business days of any disputed amounts.

**4.2** Payment. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amounts set forth in Section 3.

**4.3** Audit of Records. Upon CITY providing twenty-four (24) hour prior notice, BIDDER shall make all records, invoices, time cards, cost control sheets and other records maintained by BIDDER in connection with this Agreement available to CITY for review and audit by the CITY. CITY may conduct such review and audit at any time during BIDDER'S regular working hours.

**5. Standard of Performance.** BIDDER shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

**6. Ownership of Work Product.** All reports, documents or other written material developed by BIDDER in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by BIDDER. Any alteration or reuse by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates BIDDER for such reuse.

**7. Status as Independent BIDDER.** BIDDER is, and shall at all times remain as to CITY, a wholly independent BIDDER. BIDDER shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of BIDDER or any of BIDDER'S employees, except as set forth in this Agreement. BIDDER shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive BIDDER of any and all defenses or immunities available to public officials acting in their official capacities. BIDDER agrees to pay all required taxes on amounts paid to BIDDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments,

penalties, and interest asserted against CITY by reason of the independent BIDDER relationship created by this Agreement. BIDDER shall fully comply with the workers' compensation law regarding BIDDER and BIDDER'S employees. BIDDER further agrees to indemnify and hold CITY harmless from any failure of BIDDER to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to BIDDER under this Agreement any amount due to CITY from BIDDER as a result of BIDDER'S failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 7.

**8. Confidentiality.** BIDDER covenants that all data, documents, discussion, or other information developed or received by BIDDER or provided for performance of this Agreement are deemed confidential and shall not be disclosed by BIDDER to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. BIDDER'S covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** BIDDER and its officers, employees, associates and subBIDDERS, if any, will comply with all conflict of interest statutes of the State of California applicable to BIDDER'S services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, BIDDER shall retain the right to perform similar services for other clients, but BIDDER and its officers, employees, associates and subBIDDERS shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom BIDDER is not currently performing work that would require BIDDER or one of its officers, employees, associates or subBIDDERS to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

**10. Indemnification.** BIDDER agrees to indemnify and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of BIDDER, including its officers, agents, employees, sub-BIDDER or any person employed by BIDDER, in the performance of this Agreement in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. BIDDER agrees that BIDDER'S covenant under this Section 10 shall survive the termination of this Agreement.

**11. Insurance.**

**11.1.** BIDDER shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY,

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Bidder, its officers, employees, agents, and independent Bidder in performance of services under the awarded Agreement;

(2) Automobile liability insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000); and;

(3) Workers' Compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by the CITY Representative, or his or her designee in writing.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of successful Bidder's work under the awarded Agreement.

**11.2** Each insurance policy required by this Section shall be endorsed

**11.3** All insurance coverages shall be confirmed by execution of endorsements.

**12. Cooperation.** In the event any claim or action is brought against CITY relating to BIDDER'S performance or services rendered under this Agreement, BIDDER shall render any reasonable assistance and cooperation, which CITY might require.

**13. Termination.** CITY may terminate this Agreement for any reason without penalty or obligation by thirty (30) day written notice to the other party. BIDDER shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and BIDDER shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

**14. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during BIDDER'S and CITY'S regular business hours or by facsimile before or during BIDDER'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:

City of Norwalk  
Attn: City Clerk  
12700 Norwalk Boulevard  
PO Box 1030  
Norwalk, CA 90651-1030  
Fax: (562) 929-5773

With a copy to:

City of Norwalk  
Attn: Gary DiCorpo, Director of Public Services  
12700 Norwalk Boulevard  
PO Box 1030  
Norwalk, CA 90651-1030  
Fax: (562) 929-5572

If to BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, BIDDER shall not discriminate against any employee, subBIDDER, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. BIDDER will take affirmative

action to ensure that subBIDDERS and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**16. Non-Assignability; Subcontracting.** BIDDER shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by BIDDER shall be null, void and of no effect.

**17. Compliance with Laws.** BIDDER shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

**18. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to BIDDER constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of BIDDER, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

**19. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**20. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between BIDDER and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: \_\_\_\_\_  
Michael J. Egan  
City Manager

ATTEST:

By: \_\_\_\_\_  
Theresa Devoy  
City Clerk

APPROVED AS TO FORM:

***INSERT BIDDER NAME HERE***

By: \_\_\_\_\_  
Steven L. Dorsey  
City Attorney

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
President/CFO

**(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)**

## LETTER OF TRANSMITTAL

CITY OF NORWALK  
PURCHASING DIVISION  
12700 NORWALK BLVD., ROOM 6  
NORWALK, CA 90650

SUBJECT: INVITATION FOR BID (IFB) NO. 13-382A, Induction Lighting Retrofit  
PROJECT NOS. 7773-7775

In response to the subject Invitation for Bid (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Bid Level Contract Documents and any addenda thereto and at the prices stated in the Bid Form, which will be included and made a part of any subsequent Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for sixty (60) calendar days from the Bid opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Bidder agrees to execute the Agreement and deliver it to the City of Norwalk within ten (10) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance bonds. The Bidder shall proceed with the work upon receipt of a Notice to Proceed.

The Bidder certifies that it has:

1. Examined and is fully familiar with all the provisions of the IFB Documents and any addenda thereto.
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Bid.

The Bidder further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.



The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addenda No(s)

_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____

*Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid/offer.*

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*(Joint ventures/partnerships are to provide a signed copy of their agreement with their Bid.)*

*For B requiring licenses the following information is required:*

Consultant's License No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

License Classification: \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: Bid No. 13-382 Induction Lighting Retrofit for Senior Center Parking Lot, City Hall/Parking Structure and Transit Center Mechanics Bay, Projects 7773-7775.

Indemnitor(s):

\_\_\_\_\_  
(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SUMMARY OF REFERENCES

Bidders shall furnish the names, addresses and telephone numbers of a minimum of three references of customers for which they have furnished or are currently furnishing work of a similar nature to the requirements outlined in this IFB.

Company Name	
Address	
Phone Number/E-mail	
Contact Person	
Description of Work and Contract Amount	

Company Name	
Address	
Phone Number/E-mail	
Contact Person	
Description of Work and Contract Amount	

Company Name	
Address	
Phone Number/E-mail	
Contact Person	
Description of Work and Contract Amount	

## **SCOPE OF WORK**

The Scope of Work, Section 3, of IFB 13-382A, is herein incorporated by reference.

**PRICE SHEET  
RETROFIT LIGHTING - OPTION #1**

ITEM NO.	ESTI MATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
		<b>SENIOR CENTER PARKING LOT LIGHTING PROJECT NO. 7773</b>		
1.	11	Furnish materials for <b>retrofit</b> of LITHONIA Hi-Tek Shoebox 150 watt fixture with new 70 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST FOR RETROFIT OF SENIOR CENTER PARKING LOT LIGHTING</b>		\$ _____
		<b>CITY HALL/PARKING STRUCTURE LIGHTING PROJECT NO. 7774</b>		
2.	170	Furnish materials for <b>retrofit</b> of HOLOPHANE PRISMATITE 150w BA-150HP-27-P-B-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
3.	72	Furnish materials for <b>retrofit</b> of HOLOPHANE PRISMATITE 150W BA-150HP-27-P-G-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
4.	12	Furnish materials for <b>retrofit</b> of HOLOPHANE PRISMPACK 150W BA-150HP-27-P-Z-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
5.	12	Furnish materials for <b>retrofit</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-C or P-S-ER-F1 fixtures with new 55 watt induction lamp	\$ _____	\$ _____
6.	6	Furnish materials for <b>retrofit</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-H-W-A-ER-F1-PARKWB-W fixtures with new 55 watt induction lamp	\$ _____	\$ _____
7.	4	Furnish materials for <b>retrofit</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-C-S-F1 fixtures with new 55 watt induction lamp	\$ _____	\$ _____
8.	20	Furnish materials for <b>retrofit</b> of HOLOPHANE PARKPAK 150w PK-15AHP-27-H-W-A-F1-PARKWB-W fixtures with new 70 watt induction lamp	\$ _____	\$ _____

ITEM NO.	ESTI MATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
9.	22	Furnish materials for <b>retrofit</b> of KIM CURVILINEAR CUTOFF 250w 2B-CC25A-3-250HPS277- BL-P-BL-REV fixtures with new 100 watt induction lamp	\$ _____	\$ _____
10.	6	Furnish materials for <b>retrofit</b> of KIM CURVILINEAR CUTOFF 400w 2B-CC25A-3-400HPS277-BL -P-BL-REV fixtures with new 200 watt induction lamp	\$ _____	\$ _____
11.	9	Furnish materials for <b>retrofit</b> of KIM Curvilinear cutoff 1A-CC17A-3-150HPS277-BL-P-BL-REV with new 70 watt induction lamp	\$ _____	\$ _____
12.	4	Furnish materials for <b>retrofit</b> of KIM Curvilinear cutoff CC25A-3-400HPS277-BL-P-BL-REV with new 200 watt induction lamp	\$ _____	\$ _____
13.	6	Furnish materials for <b>retrofit</b> of GE cobrahead with new 100 watt induction lamp	\$ _____	\$ _____
14.	13	Furnish materials for <b>retrofit</b> of GE cobrahead with new 55 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST OF RETROFIT OF CITY HALL/PARKING STRUCTURE LIGHTING</b>		\$ _____
		<b>TRANSIT CENTER MECHANICS BAY LIGHTING PROJECT NO. 7775</b>		
15.	44	Furnish materials for <b>retrofit</b> of COOPER Cat No. MHRB 400w 22/28 400 277 QD WL fixture with new 200 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST OF RETROFIT OF TRANSIT CENTER MECHANICS BAY LIGHTING</b>		\$ _____

ITEM NO.	ESTI MATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
<div> <div>TOTAL CONTRACT AMOUNT IN WORDS AND FIGURES (RETROFIT OPTION #1)</div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>			<div>\$</div> <div></div>	

**PRICE SHEET  
REPLACEMENT - OPTION #2**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
		<b>SENIOR CENTER PARKING LOT LIGHTING PROJECT NO. 7773</b>		
16.	11	Furnish materials for <b>replacement</b> of LITHONIA Hi-Tek Shoebox 150 watt fixture with new 70 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST FOR REPLACEMENT OF SENIOR CENTER PARKING LOT LIGHTING</b>		\$ _____
		<b>CITY HALL/PARKING STRUCTURE LIGHTING PROJECT NO. 7774</b>		
17.	170	Furnish materials for <b>replacement</b> of HOLOPHANE PRISMATITE 150w BA-150HP-27-P-B-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
18.	72	Furnish materials for <b>replacement</b> of HOLOPHANE PRISMATITE 150W BA-150HP-27-P-G-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
19.	12	Furnish materials for <b>replacement</b> of HOLOPHANE PRISMPACK 150W BA-150HP-27-P-Z-F1 fixtures with new 70 watt induction lamp	\$ _____	\$ _____
20.	12	Furnish materials for <b>replacement</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-C or P-S-ER-F1 fixtures with new 55 watt induction lamp	\$ _____	\$ _____
21.	6	Furnish materials for <b>replacement</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-H-W-A-ER-F1-PARKWB-W fixtures with new 55 watt induction lamp	\$ _____	\$ _____
22.	4	Furnish materials for <b>replacement</b> of HOLOPHANE PARKPAK 100W PK-100HP-27-C-S-F1 fixtures with new 55 watt induction lamp	\$ _____	\$ _____
23.	20	Furnish materials for <b>replacement</b> of HOLOPHANE PARKPAK 150w PK-15AHP-27-H-W-A-F1-PARKWB-W fixtures with new 70 watt induction lamp	\$ _____	\$ _____



ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
24.	22	Furnish materials for <b>replacement</b> of KIM CURVILINEAR CUTOFF 250w 2B-CC25A-3-250HPS277- BL-P-BL-REV fixtures with new 100 watt induction lamp	\$ _____	\$ _____
25.	6	Furnish materials for <b>replacement</b> of KIM CURVILINEAR CUTOFF 400w 2B-CC25A-3-400HPS277-BL -P-BL-REV fixtures with new 200 watt induction lamp	\$ _____	\$ _____
26.	9	Furnish materials for <b>replacement</b> of KIM Curvilinear cutoff 1A-CC17A-3-150HPS277-BL-P-BL-REV with new 70 watt induction lamp	\$ _____	\$ _____
27.	4	Furnish materials for <b>replacement</b> of KIM Curvilinear cutoff CC25A-3-400HPS277-BL-P-BL-REV with new 200 watt induction lamp	\$ _____	\$ _____
28.	6	Furnish materials for <b>replacement</b> of GE cobrahead with new 100 watt induction lamp	\$ _____	\$ _____
29.	13	Furnish materials for <b>replacement</b> of GE cobrahead with new 55 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST OF REPLACEMENT OF CITY HALL/PARKING STRUCTURE LIGHTING</b>		\$ _____
		<b>TRANSIT CENTER MECHANICS BAY LIGHTING PROJECT NO. 7775</b>		
30.	34	Furnish materials for <b>replacement</b> of COOPER Cat No. MHRB 400w 22/28 400 277 QD WL fixture with new 200 watt induction lamp	\$ _____	\$ _____
		State of Calif., Los Angeles County Sales Tax		\$ _____
		<b>TOTAL COST OF REPLACEMENT OF TRANSIT CENTER MECHANICS BAY LIGHTING</b>		\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
<b>TOTAL CONTRACT AMOUNT IN WORDS AND FIGURES (REPLACEMENT OPTION #2)</b>				
			\$	

Please indicate below if you are willing to accept a partial award for these projects. Award may be made for any combination of locations and retrofit/replacement projects based on bid totals received.

\_\_\_\_\_ Yes, I am willing to accept a partial award.

\_\_\_\_\_ No, I will only accept award for total project.

### **ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in

**addenda** number(s) \_\_\_\_\_  
*(Fill in addenda numbers if addenda have been received and attach)*

The undersigned are prepared to satisfy the Council of the City of Norwalk of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed or Typed Signature

\_\_\_\_\_  
Date

## CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

### NOTARY

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ My commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Type or Print Title